

1 (“Lanham Act”), and for trademark infringement, unfair competition, dilution, and unjust
2 enrichment under the laws of the State of California.

3 2. This Court has jurisdiction over this action under Section 39 of the Lanham
4 Act, 15 U.S.C. § 1121, and Title 28 of the United States Code, §§ 1331 and 1338, and
5 supplemental jurisdiction over 7-Eleven’s claims under state law under 28 U.S.C.
6 § 1367(a).

7 3. Plaintiff is a Texas corporation having its principal place of business at 3200
8 Hackberry Road, Irving, Texas 75063.

9 4. Defendant ITSS LLC d/b/a 7-24 Hours C Store is a California limited
10 liability company having a business address at 2401 West Lincoln Avenue, Suite D,
11 Anaheim, California 92801.

12 5. Defendant Amro Mohammed Ahmed is an owner of defendant ITSS LLC
13 d/b/a 7-24 Hours C Store.

14 6. Defendant Youlan He is an owner of defendant ITSS LLC d/b/a 7-24 Hours
15 C Store.

16 7. Since long before the acts of Defendants complained of herein, 7-Eleven has
17 been engaged in the business of, among other things, offering convenience store services
18 and products, either directly or through its licensees (collectively, “7-Eleven”), to the
19 general public at various locations throughout the United States.

20 8. Since at least as early as 1946, 7-Eleven has continuously used the name and
21 mark 7-ELEVEN in commerce in connection with a variety of products and services,
22 including the sale and promotion of convenience store services and various other related
23 products and services.

24 9. For many years 7-Eleven has frequently and continuously used the 7-
25 ELEVEN name and mark in a stylized, multicolored logo format. A common display of
26 the logo, shown below, features the text “ELEVEN” centered across a large numeral “7”
27 with a curved vertical shank (the “7-ELEVEN Logo”). The 7-ELEVEN Logo is typically
28 displayed in a combination of orange, red, green, and white, as shown below.



10. The 7-ELEVEN Logo is displayed, among other places, on signage for its convenience stores and gas stations.

11. There are currently over 7,500 convenience stores throughout the United States operated by 7-Eleven under 7-Eleven's 7-ELEVEN name and mark, many of which use the 7-Eleven Logo (7-Eleven's 7-ELEVEN name and mark and 7-ELEVEN Logo are referred to collectively as "the 7-Eleven Marks").

12. 7-Eleven has annually sold billions of dollars of products and services in the U.S. in its 7-ELEVEN stores under its 7-ELEVEN Marks, and has annually spent millions of dollars advertising and promoting those products and services under the 7-ELEVEN Marks. As a result, 7-Eleven has developed goodwill, public recognition, and strong rights in its 7-ELEVEN Marks, which consumers have come to know and trust as symbols of quality and value.

13. The 7-ELEVEN Marks are inherently distinctive, serving to identify and indicate the source of 7-Eleven's products and services to the consuming public, and to distinguish 7-Eleven's products and services from those of others.

14. Additionally and alternatively, as a result of 7-Eleven's frequent and widespread use and promotion of the 7-ELEVEN Marks, the marks have become distinctive to designate 7-Eleven's goods and services, to distinguish 7-Eleven's goods and services from the goods and services of others, and to distinguish the source or origin of 7-Eleven's goods and services.






15. As a result of extensive and widespread use and promotion by 7-Eleven, the 7-ELEVEN Marks have become extremely well known and widely recognized by






consumers in the State of California and throughout the United States to indicate the source of 7-Eleven's goods and services.


16. As a result of 7-Eleven's extensive and widespread use and promotion of the 7-ELEVEN Marks, 7-Eleven has developed valuable goodwill in the 7-ELEVEN Marks.

17. The 7-ELEVEN Marks are famous.

18. 7-Eleven owns numerous federal trademark registrations for the 7-ELEVEN Marks, including but not limited to the following:

MARK	REG. NO.	DATE	GOODS OR SERVICES
	718,016	07/04/1961	Retail grocery service
7-ELEVEN	896,654	08/11/1970	Retail grocery store service
	920,897	09/21/1971	Retail grocery store services
	1,035,454	03/09/1976	Sandwiches
	1,288,594	08/07/1984	Gasoline
	1,402,425	07/22/1986	Soft drinks for consumption on or off the premises

MARK	REG. NO.	DATE	GOODS OR SERVICES
7-ELEVEN	1,702,010	07/21/1992	Coffee for consumption on or off the premises
	2,642,740	10/29/2002	Coffee for consumption on or off the premises; soft drinks and semi-frozen soft drinks for consumption on or off the premises
7-ELEVEN	2,685,684	02/11/2003	Retail store services featuring gasoline and retail store services featuring convenience store items
	2,834,419	04/20/2004	Retail convenience store services
7-ELEVEN	2,914,788	12/28/2004	Gasoline
7-ELEVEN	3,338,512	11/20/2007	Gift card services
	3,644,842	06/23/2009	Retail convenience store services featuring the sale of food and beverage products for consumption on or off the premises
	3,679,337	09/08/2009	Retail convenience store services featuring food and beverage products for consumption on or off the premises
	3,679,341	09/08/2009	Retail convenience store services featuring food and beverage products for consumption on or off the premises

MARK	REG. NO.	DATE	GOODS OR SERVICES
	4,917,149	03/15/2016	Retail convenience store services featuring food and beverage products for consumption on or off the premises

These registrations are valid and subsisting, and, except for Trademark Registration 4,917,149, are incontestable, and therefore are conclusive evidence of the validity of those registered marks and of their registration, of 7-Eleven's ownership of those marks, and of 7-Eleven's exclusive right to use those marks in commerce under 15 U.S.C. § 1115(b).

19. Defendants own or operate a convenience store, located at 2401 West Lincoln Avenue, Suite D, Anaheim, California 92801 (the "Allegedly Infringing Site").

20. Defendants promote the products and services offered at the Allegedly Infringing Site under the name and mark "7-24 Hours" (the "7-24 HOURS Mark"). The 7-24 HOURS Mark is presented in a format allegedly highly similar to that used by 7-Eleven with its 7-ELEVEN Logo, featuring a large numeral "7" with a curved vertical shank partially bisected by the numeral "24," as shown immediately below (the "7-24 HOURS Design"). Allegedly similar to the 7-ELEVEN Logo, the 7-24 HOURS Design is depicted in the colors red, green, and white. The 7-24 HOURS Mark and the 7-24 HOURS Design are collectively referred to as the "7-24 HOURS Marks."





21. The 7-24 HOURS Design is prominently displayed at least on Defendants' signage at the Allegedly Infringing Site, as shown above in paragraph 20.

22. On May 18, 2015, Defendants filed application Ser. No. 86/633,359 to register the mark 7-24 HOURS CONVENIENCE STORE & Design (the "Applied-for Design" shown directly below) with the United States Patent and Trademark Office ("USPTO") under § 1(b) of the Lanham Act (the "Application") for "Bakery goods and dessert items, namely, cakes, cookies, pastries, candies, and frozen confections for retail and wholesale distribution and consumption on or off the premises; Bakery products; Beverages made of coffee; Beverages with a coffee base; Hot dog sandwiches; Pizza;

Pizza cheese sticks; Sandwiches; Turkey burger sandwiches” in Class 30 (the “Defendants’ Goods”).



23. The USPTO issued a notice of allowance on the Application on March 8, 2016.

24. 7-Eleven notified Defendants of its trademark rights, and attempted to resolve this dispute with Defendants prior to filing this lawsuit. Defendants have continued using the 7-24 HOURS Marks.

25. Defendants’ use of the 7-24 HOURS Marks is without the permission or authority of 7-Eleven.

26. Defendants’ use of the 7-24 HOURS Marks began after the 7-ELEVEN Marks became famous.

27. Defendants Amro Mohammed Ahmed and Youlan He are direct participants in and are a moving active conscious force behind the allegations of infringements, dilution, and unlawful acts detailed in the complaint.

28. Defendants’ use of the 7-24 HOURS Marks is allegedly likely to cause confusion, to cause mistake, or to deceive customers and potential customers of the parties as to some affiliation, connection, or association of Defendants’ business with 7-Eleven, or as to the origin, sponsorship, or approval of Defendants’ goods and/or services.

29. Defendants’ use of the 7-24 HOURS Marks falsely indicates to the purchasing public that Defendants, their business, and their goods or services originate with 7-Eleven, or are affiliated, connected, or associated with 7-Eleven, or are sponsored,

1 endorsed, or approved by 7-Eleven, or are in some manner related to 7-Eleven or its
2 goods or services.

3 30. Defendants' use of the 7-24 HOURS Marks allegedly falsely designates the
4 origin of Defendants' goods and services, and allegedly falsely or misleadingly describes
5 and represents facts with respect to Defendants and their goods and services.

6 31. Defendants' use of the 7-24 HOURS Marks is allegedly likely to cause
7 dilution of 7-Eleven's famous 7-ELEVEN Marks.

8 32. Defendants' use of the 7-24 HOURS Marks allegedly removes from 7-
9 Eleven the ability to control the nature and quality of goods and services provided under
10 its marks, and places the valuable reputation and goodwill of 7-Eleven in the hands of
11 Defendants, over whom 7-Eleven has no control.

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14 #

It is therefore **ORDERED** that:

- a) On or before August 13, 2016, Defendants will file with the USPTO a request to amend the Application by replacing the Applied-for Design with one of the three design marks depicted directly below (the “New Design”). In the event that the USPTO does not allow the amendment of the Application, Defendants will promptly abandon the Application with prejudice. Defendants may then file a new trademark application for the New Design covering Defendants’ Goods.



- b) Subject to paragraph c, as soon as possible, and no later than August 13, 2016, Defendants will cease all use of the 7-24 HOURS Design, the Applied-for Design, and any other allegedly confusingly similar design mark, and transition to the New Design;

- 1 c) Notwithstanding paragraph b, as soon as possible, and no later than
2 September 13, 2016, Defendants will remove all signs attached to the
3 exterior of the building at the Infringing Site;
4
- 5 d) Subject to paragraphs a–c, Defendants, Defendants’ agents, servants,
6 employees, attorneys, and all those persons in active concert or participation
7 with them, are permanently enjoined from applying to register as a word
8 mark or a design mark the 7-24 HOURS Mark, any element thereof, and any
9 other name or mark confusingly similar thereto;
10
- 11 e) Subject to paragraphs a–c and e, Defendants, Defendants’ agents, servants,
12 employees, attorneys, and all those persons in active concert or participation
13 with them, are permanently enjoined from using or applying to register any
14 trademark, trade name, trade dress, company name, logo, slogan, or other
15 source-identifying material that includes any of the following: (A) the word
16 “seven” or “eleven”; (B) the numeral ‘7’ or ‘11’; (C) a color combination
17 employing two or more of the colors green, orange, and red; (D) a three-
18 stripe design; or (E) a design mark consisting of a numeral bisected by a
19 word or number;
20
- 21 f) Subject to Defendants’ compliance with the terms of this Consent Judgment,
22 7-Eleven will not challenge Defendants’ use of “7-24 Hours” as the name of
23 Defendants’ convenience store, located at 2401 West Lincoln Avenue, Suite
24 D, Anaheim, California 92801;
25
26
27
28

- 1 g) This is a final judgment, and the parties waive all right to appeal from such
2 final judgment;
3
4 h) The Court will retain jurisdiction over this Consent Judgment for the
5 purpose of enforcing it and resolving any disputes arising under it; and
6
7 i) Any violation of this Consent Judgment may be punishable as a contempt of
8 Court, in addition to any and all other remedies available at law or in equity.

9 Signed this 15th day of July, 2016.

10
11 
12 United States District Judge

13 **AGREED AND ENTRY REQUESTED:**

14
15 Stephen P. Meleen (*admitted pro hac vice*)
16 Elizabeth Stafki (*admitted pro hac vice*)
17 PIRKEY BARBER PLLC
18 600 Congress Avenue, Suite 2120
19 Austin, TX 78701
20 Telephone: (512) 322-5200
21 Facsimile: (512) 322-5201
22 smeleen@pirkeybarber.com
23 estafki@pirkeybarber.com

24 Howard A. Kroll, #100981
25 TUCKER ELLIS LLP
26 515 South Flower Street, 42nd Floor
27 Los Angeles, CA 90071
28 Telephone: (213) 430-3365
Facsimile: (213) 430-3409
Howard.Kroll@tuckerellis.com

Attorneys for Plaintiff 7-Eleven, Inc.

Amro Mohammed Ahmed (*Pro Se*)
2401 West Lincoln Avenue, Suite D
Anaheim, CA 92801

Youlan He (*Pro Se*)
2401 West Lincoln Avenue, Suite D
Anaheim, CA 92801

ITSS LLC d/b/a 7-24 Hours C Store
2401 West Lincoln Avenue, Suite D
Anaheim, CA 92801

TUCKER ELLIS LLP
Cleveland • Columbus • Denver • Los Angeles • San Francisco

- f) Subject to Defendants' compliance with the terms of this Consent Judgment, 7-Eleven will not challenge Defendants' use of "7-24 Hours" as the name of Defendants' convenience store, located at 2401 West Lincoln Avenue, Suite D, Anaheim, California 92801;
- g) This is a final judgment, and the parties waive all right to appeal from such final judgment;
- h) The Court will retain jurisdiction over this Consent Judgment for the purpose of enforcing it and resolving any disputes arising under it; and
- i) Any violation of this Consent Judgment may be punishable as a contempt of Court, in addition to any and all other remedies available at law or in equity.

Signed this _____ day of _____, 2016.

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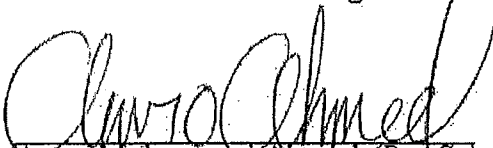
/s/Howard A. Kroll


Stephen P. Meleen (*admitted pro hac vice*)
Elizabeth Stafki (*admitted pro hac vice*)
PIRKEY BARBER PLLC
600 Congress Avenue, Suite 2120
Austin, TX 78701
Telephone: (512) 322-5200
Facsimile: (512) 322-5201
smeleen@pirkeybarber.com
estafki@pirkeybarber.com

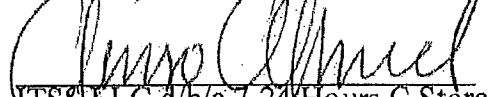
Howard A. Kroll, #100981
TUCKER ELLIS LLP
515 South Flower Street, 42nd Floor
Los Angeles, CA 90071
Telephone: (213) 430-3365
Facsimile: (213) 430-3409
Howard.Kroll@tuckerellis.com

Attorneys for Plaintiff 7-Eleven, Inc.

United States District Judge


Amro Mohammed Ahmed (*Pro Se*)
2401 West Lincoln Avenue, Suite D
Anaheim, CA 92801


Youlan He (*Pro Se*)
2401 West Lincoln Avenue, Suite D
Anaheim, CA 92801


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